In the United States Bankruptcy Court
Eastern District of New York

In the Matter of:	)	
Michael Krichevsky	)	
Debtor In Possession	)	CHAPTER 11 CASE No. 19-43516-ess
	)	

NOTICE OF CROSS-MOTION AND CROSS-MOTION TO STRIKE AND DISMISS WITH PREJUDICE CHAPTER 11 PROOF OF CLAIM BY US BANK, NA

COUNSELORS:

PLEASE TAKE NOTICE, that upon my annexed supporting affidavit, I, Michael Krichevsky, will cross-move at the United States Bankruptcy Court, located at 271-C Cadman Plaza East, Brooklyn, NY 11201-1800 on May 22, 2020 at 10:30AM, or as soon thereafter as Counsel may be heard, for an Order to Strike alleged creditor's US Bank, NA proof of claim on the following ground:

a) Violation of Bankruptcy Rule 9011. Signing of Papers; Representations to the Court; Sanctions; Verification and Copies of Papers;

b) Fraud upon the court by officers of the court

c) Rule 12 of FEDERAL RULES OF CIVIL PROCEDURE: (1) lack of subject-matter jurisdiction; (4) insufficient process; (6) failure to state a claim upon which relief can be granted; and (7) failure to join a party under Rule 19;

d) Lack of standing to file claim.

Dated: Brooklyn, New York
May 14, 2019

/s/ Michael Krichevsky
Michael Krichevsky, DIP
4221 Atlantic Ave
Brooklyn, New York 11224
(718) 687-2300

United States Bankruptcy Court
Eastern District of New York

In the Matter of:	)	
Michael Krichevsky	)	
Debtor.	)	CHAPTER 11 CASE No. 19-43516-ess
	)	

REPLY AFFIDAVIT TO MOTION FOR RELIEF FROM STAY AND SAME AFFIDAVIT IN SUPPORT OF CROSS-MOTION TO STRIKE AND DISMISS WITH PREJUDICE PROOF OF CLAIM BY US BANK, NA

I, Michael Krichevsky, DIP, under penalty of perjury respectfully aver as follows:

1. I am the Debtor in Possession in the within action.

2. I make this reply affidavit in opposition to proof of claim and to motion for relief from automatic stay.

3. I make this affidavit in support of my cross-motion to strike and dismiss with prejudice proof of claim by US Bank, NA and Wells Fargo Bank, NA in my Chapter 11 petition.

4. I have a God given rights to Liberty, Property and Pursuit of Happiness. To defend these rights from violation, I have been litigating and investigating public corruption as whistleblower and victim since 2008 and obtained a lot of experience.

5. The averments in this affidavit based upon my firsthand knowledge, research, personal experience in foreclosure litigation from 2009; upon information, documentary evidence provided to me by others in my capacity as investigator and whistleblower; and upon inferences and conclusions reached from said information and belief.

6. In fact, I am the only one amongst people involved in this action with *first-hand knowledge* to lawfully sign *non-hearsay, admissible affidavit* without intention to mislead the court or judge, harass opponent and without creating perjury and/or fraud upon the court.

INTRODUCTORY STATEMENT

Sidney Powell, Esq. criminal defense attorney of General Michael Flynn who was framed by FBI and DOJ, wrote a book "Licensed To Lie" (available on Amazon) where she exposed how attorneys use their license to practice law as a tool to commit their perjury. In this book, she presents several examples of these crimes. This case is another evidence to support her book. On April 28, 2020 in interview on Fox Business she called prosecuting attorneys from DOJ "hit squad." In this case, I am against the "hit squad" too.

A party seeking relief in any Federal Court — bears the burden of demonstrating standing and must plead its components with specificity. The minimum constitutional requirements for standing are: proof of injury in fact, causation, and redressability. Furthermore, in order to satisfy the requirements of Article III of the United States Constitution, any claimant asserting rights in a Federal Court must show he has personally suffered some actual injury as a result of the conduct of the adverse party. In this case, US Bank, NA did not even attempt to do that, and therefore does not have standing to bring this claim and motion.

Silence is an act of complicity

This case is about paid off debt, contract, documents, duty, honor, trust, law and corruption – and about premise or proposition that future proves past, which in my case supports affirmative defense of legal doctrines of Estoppels and Res Judicata to name a few. In regard to Res Judicata, I will show the court that my procedural and substantive due process rights were constantly violated by attorneys, while opposition had full and fair opportunity to litigate, but declined. Since 2009, I was not given a chance to depose alleged creditor because opposing attorneys knew that they have nobody from creditor to produce for deposition.

From PRACTICAL TREATISE ON THE LAW OF TRUSTS AND TRUSTEES BY

THOMAS LEWIN, ESQ., (1837) (downloaded in PDF from Google Books) – an all times classic on these subjects, I learned the following and I quote:

> "Thus, in the words of an old counsellor, the parents of the **trust** were **Fraud** and **Fear**, and a court of conscience was the **Nurse**, – *Attorney General v. Sands*, Hard. 491." "With respect to the feoffee to uses, it was held to be absolutely indispensable that there should be *confidence in the person*, and privity of estate. **For want of the requisite of personal confidence** it was ruled that a corporation could not stand seised to a use ; **for how, it was said, could a corporation be capable of confidence when it had not a soul? Nor was it competent for the king to sustain the character of trustee; for it was thought inconsistent with his high prerogative that he should be made responsible to his own subject for the due administration of the estate.** And originally the **subpoena lay against the trustee himself only**, and could not have been sued against either his heir or assign; for the **confidence was declared to be personal**, and not to accompany the devolution of the property." [emphasis mine]

To demonstrate this point in this case, I think of the Office of the United States Trustee and the Office of Bankruptcy Trustees that both corporations or trusts, which employ alive people *capable of confidence* with physical bodies, brains and souls.

If there is office of trustee – there has to be a registered, named trust – 2 different, distinguished from each other concepts and entities

The name of alleged creditor in this case is "U.S. Bank National Association, as Trustee for Banc of America Funding Corporation Mortgage Pass-Through Certificates, series 2006-F." Accordingly, I am *forced to infer* that alleged creditor "US Bank, NA as trustee" with no soul or brain is a corporate employer of the natural, alive individual who is trustee. The Banc of America Funding Corporation Mortgage Pass-Through Certificates, series 2006-F is an implied, gibberish name of REMIC trust, a custodian or warehouse with no soul or brain. Presumably, Banc of America Funding Corporation is an employer of the other natural individual who is a warehouse trustee, a clerk. However, these individuals both are missing in actions since, at least, from 2006. You know those who do book keeping for the trust (estate). Those that now work from home due to COVID-19, they picks up the phone, make income tax to be paid to IRS, open mail and those

that control the estate and one of them writes a check to US Bank, NA ("USB') as trustee for the work, the other deposits it into a bank account. Those individuals presumably with authority hired and appointed USB who in turn hired attorneys to do this foreclosure. Those individuals who presumably are capable and vested with confidence from 2006 – presumed date of securitization and creation of alleged trust sit at different locations.

Since 2009, I was trying to find one live individual from the USB or REMIC trust to discuss this foreclosure situation and verify that USB is the right party to talk with, or to serve with *personal* subpoena in my case. However, I was always blocked by foreclosure attorneys zealously guarding individuals' name, position, authority, business phone number or business address. That information would verify that such individual exists, and therefore trust (estate) also exists. If I suppose that U.S. Bank was the trustee than what was the "registered" name of the trust, where was it registered and what its employer ID number from IRS? Finally, after several years of investigation and especially *surveillance*, I concluded that this individual who works for the trust is a ghost. But, can a ghost pick up a phone and talk to me? Can a ghost deal with IRS on behalf of the trust, be subpoenaed and deposed in discovery? Exactly! Good questions!

The whole foundation of this POC based on the fraudulent transaction made by servicer and hired foreclosure mill in 2009 for an alleged creditor or maybe even another fraudulent transaction made in 2005. From 2009 foreclosure lawsuit against me until today, this is what essentially was/is the *real agenda* of alleged creditor(s) or USB(s), and its alleged numerous attorneys-interlopers and law firms demonstrated by this brief hypothetical dialog below. This dialog in essence went always like this:

> **USB and its attorneys from 2009 until 2020**: we are mad at you (Krichevsky) and want to foreclose.

> **I (Krichevsky)**: I have never dealt with you. Please, explain who you are and why you are mad at me. Let us sit down and work it out.
> **USB and its attorneys**: we refuse to explain who we are, why we are mad at you or work out anything with you. We just want to be mad at you and foreclose."

That goes against doctrines of Good Faith, Unclean Hands, Fraud and Deceit in my affirmative defenses and counterclaims playbook.

Reply to motion for relief from stay: the creditor together with its attorney in a loan transaction should not be allowed to collect a double or more than the amount of the debt

7. I generally deny all paragraphs in Brittany J. Maxon, Esq. affirmation including authenticity of my signature on her exhibits including authenticity of stamps on exhibits and exhibits themselves, and therefore demand proof by admissible evidence.

8. Chapter 13 petition was filed on June 6, 2019 and later on converted by the court to Chapter 11 petition.

9. I listed US bank as creditor with disputed, contingent and unliquidated debt.

10. All attorneys involved from WOODS OVIATT GILMAN, LLP ("WOODS") were/are New York's licensed, competent attorneys who know bankruptcy law, foreclosure law and New York Judiciary law §487.

11. US Trustee timely conducted two 341 meetings and Aleksandra K. Fugate, Esq. or Brittany J. Maxon, Esq. failed to interview or depose me as to why I have those debts disputed, contingent and unliquidated. They failed for a reason. Stated differently, they deliberately failed. They know about their fraud upon the court, but they want to use contrived ignorance of such fraud in case they are sued. I explain what contrived ignorance is below.

12. Accordingly, Aleksandra K. Fugate, Esq. and Brittany J. Maxon, Esq. have firsthand knowledge about judicial corruption on my case in state court and the reason why I filed Chapter 11 petition – yet they filed POC and this motion knowing that adversary proceeding is coming to

resolve these issues on the merit. That violated bankruptcy rule 9011.

13. They know that, currently, I am locating and collecting my evidentiary documents going back more than 10 years and working on amendment of all necessary schedules for Chapter 11.

14. My work slowed down by my equipment malfunction and inability to fix it due to COVID-19 "shelter in place" orders by Meyer and Governor. Therefore, I treat this motion for relief from stay as knowing and deliberate violation of Bankruptcy Rule 9011 because I am forced by Brittany J. Maxon, Esq. to stop doing necessary tasks as DIP and deal with this frivolous motion.

15. Brittany J. Maxon, Esq. ("Maxon") knows of FRCP (e) MOTION FOR A MORE DEFINITE STATEMENT. It states that a party may move for a more definite statement of a pleading to which a responsive pleading is allowed but which is so vague or ambiguous that the party cannot reasonably prepare a response.

16. Maxon knows that if the court orders a more definite statement and the order is not obeyed within 14 days after notice of the order or within the time the court sets, the court may strike the pleading or issue any other appropriate order.

17. In deliberate disregard to this pleading rule Maxon by slay of hand wrote in her affirmation:

> "3. Debtor executed a promissory note secured by a mortgage or deed of trust. The promissory note is ***either*** made payable to Creditor ***or*** has been duly indorsed. Creditor, directly ***or*** through an agent, has possession of the promissory note. Creditor is the original mortgagee ***or*** beneficiary ***or*** the assignee of the mortgage or deed of trust."
>
> "13. Waiver of the stay invoked pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3) is sought so the Secured **Creditor, its successors *and/or* assigns** can immediately proceed with the foreclosure and/or eviction actions without further delay or economic harm." **[Emphasis mine]**

18. These paragraphs constitute "shotgun" multiple choice, template statements, to which I am unable to reply with particularity nor the court is able to follow. In addition, these paragraphs admit that Maxon does not know what the hell she is writing about – in contradiction to her full familiarity of facts stated in ¶ 1 in the beginning of her affirmation.

Should Brittany J. Maxon, Esq. be allowed to testify as a witness in the case where she is also a prosecuting attorney? Exactly, good question! Answer: she should not!

19. The motion for relief from stay is not supported by any attached declaration or affidavit by employee of US Bank or Wells Fargo Bank; or by trustee or employee from the trust.

20. Accordingly, we have here conflict of interest, by which Brittany J. Maxon, Esq. is disqualified by operation of law to file this motion.

Should Brittany J. Maxon, Esq. be allowed to testify in this court as a witness based upon hearsay upon hearsay information? Exactly, good question! Answer: she should not!

21. It is irrefutable fact that Brittany J. Maxon, Esq. did not witness anything she wrote about in her affirmation in support of her motion from 2005.

22. Upon information and belief, in 2009 she was not even foreclosure attorney.

23. Upon information and belief, all exhibits and attachments to her motion she saw on the computer screen in Rochester, New York or maybe not even saw them at all, given the fact that affirmation is electronically signed.

24. Accordingly, she has no idea about authenticity and/or where those images came from, given the fact that her motion was assembled and printed out in California by Wells Fargo bank's employee, and mailed from there to me.

25. Accordingly, her affirmation stating that she is familiar with this matter is based on hearsay upon hearsay information, and is therefore false and misleading the court.

26. Her affirmation essentially carries the narrative that I owe the money to the party whose

money ended up in my pocket, but she would not give the name and address of that party in her affirmation. However, for 11 years I have been asking the same question – what is the name and address of the party who I must to pay? And, for 11 years I was getting the same answer, which essentially went like this, "It is none of your business. Just pay us, Wells Fargo bank." When I asked why to pay Wells Fargo Bank and not anybody else, the answer went essentially like this, "Because."

27. I, on the other hand, in possession of several different copies of notes and mortgages fabricated by Wells Fargo bank, which I would attach to this affidavit when my equipment is fixed.

28. Accordingly, by operation of law, this court should not pay attention to her affirmation, but it gets even more interesting from my averments below where I explain why she refused to sign her affirmation under penalty of perjury when I asked her to.

COUNTER-FACTS AND MATERIAL TIMELINE OF CONTROVERSY, WHICH ATTORNEY MAXON DID NOT LIST IN HER MOTION TO RELIEF FROM STAY

29. Below, I list historical, sequential facts as material, relevant to objection to proof of claim ("POC") and to motion for relief from stay as brief as I can be.

30. These facts strike in the core of creditor's identity, credibility of attorney's Affirmations, Affidavits and Validity of Evidence of purported US Bank, as trustee ("USB") and of its alleged Servicer Wells Fargo Bank, NA, which I would call "WF." These facts show what WF knew and when they knew that debt paid off.

If a party seeking relief lacks standing, the trial court does not have jurisdiction to grant the requested relief

31. I aver that current, alleged "creditor" has no standing in this case due to numerous reasons, which I will show in detail below, but the main one is – IT DOES NOT EXIST by law

or by fact in this court. Accordingly, what attorneys are doing is stealing my property by false pretences.

32. I will show that all ALLEGATIONS about note, mortgage, securitization, assignment, trustee and trust turned out to be charade, scam from 2005 or 2009, through which I was harmed and suffered greatly.

If alleged debt Paid Off – there is no claim and claimant

33. Upon information and belief, the alleged debt paid off. On April 24, 2020, I visited mortgage electronic registration system (MERS) website and run search on my property address, which produced MIN number of my mortgage. Attached as **Exhibit A**, is the copy of printout of the MERS Inc. search of the MIN number, which revealed the following:

"MIN: 1002948-0001201848-3 Note Date: 12/14/2005 MIN Status: Inactive"

34. I clicked the link provided on the screen and arrived at Wells Fargo bank's website. There, I engaged in the chat service was bank's employee. Below, is a copy of the screen shot of the chat ("You" is Michael Krichevsky):

" Wells Fargo: For your security, please don't enter sensitive information. Conversations are monitored and retained.

Welcome to Wells Fargo Home Mortgage. Can we answer your questions about mortgage financing?
You: 11:11:11am What does MIN Inactive means?
Sergio V.: 11:12:13am Hello, and welcome to

Wells Fargo. I am Sergio V., NMLSR ID 1640308. Thank you for your inquiry. To best assist you, may I please have your name?
You: 11:12:44am
Michael
Sergio V.: 11:13:34am
Hi, Michael. Where are you seeing MIN Inactive?
You: 11:14:32am In MERS inc website. MIN is a registration number of mortgage
Sergio V.: 11:15:49am
When it's showing inactive, typically it means that is been paid off."

35. Fact, according to attorney filing "U.S. Bank, NA as trustee" claims to be the creditor.

36. However, logically thinking, entity that is REMIC trust (Banc of America Funding Corporation) that theoretically owns my note is the lawful definition of creditor and USB is an agent, not the creditor.

37. Fact, Banc of America Funding Corporation is a necessary party in interest.

38. Fact, Banc of America Funding Corporation is not joined in POC as creditor and claimant.

39. Upon information and belief, Banc of America Funding Corporation did not appoint U.S. Bank, NA to be its trustee or an agent in this POC, and I am confident that no evidence to the contrary existed.

40. Upon information and belief, Banc of America Funding Corporation did not give power of attorney to alleged creditor's attorneys WOODS OVIATT GILMAN, LLP ("WOODS") to file POC, and I am confident that no evidence to the contrary existed.

41. Fact, according to alleged creditor, my first date of default is March , 2009. As of today, this happened, according to creditor more than 11 years ago.

42. I move the court to take Judicial Notice of these facts.

43. I move the court to take judicial notice that New York has 6 years statute of limitation on action to collect a debt, which is my affirmative defense to POC.

44. In current claim USB's name is exactly "U.S. Bank National Association, as Trustee for Banc of America Funding Corporation Mortgage Pass-Through Certificates, series 2006-F". This is grammatically and logically gibberish. But, for now I would call this gibberish "USB19" to reflect the year 2019 when claim was filed. Using logical thinking, I applied the following legal maxims to this issue of gibberish name:

> "The burden of the proof rests upon the person who affirms, not the one who denies."
> "If you know not the names of things, the knowledge of things themselves perishes; and if you lose the names, the distinction of the things is certainly lost."
> "Names of things ought to be understood according to common usage, not according to the opinions of individuals."
> "**A name is not sufficient if a thing or subject for it does not exist by law or by fact**."

Below is an evidence of pattern and practice of abuse of process, malicious prosecution, criminal fraud, deceit and violation of my due process rights using Contrived Ignorance of the crimes committed by involved foreclosure mills

45. **Replying attorneys Aleksandra K. Fugate and Brittany J. Maxon**: please take notice that this affidavit must be rebutted sequentially point for point as if this affidavit is the "complaint" and your reply is an "answer" in state court or negative inferences will be made against your POC and you personally.

46. All attorneys involved including from WOODS OVIATT GILMAN, LLP ("WOODS") were/are New York's licensed, competent attorneys who know bankruptcy law, foreclosure law and Judiciary law §487.

47. All attorneys involved knew/know how to write a foreclosure complaint.

48. Per attorneys Aleksandra K. Fugate and Brittany J. Maxon, WOODS *currently has delegated authority* to file Proof of Claim from WF who have delegated authority from US Bank, NA who was appointed as trustee by Banc of America Funding Corporation Mortgage Pass-Through Certificates, series 2006-F, a REMIC trust. I will call this gibberish named trust "CERTIFICATES" because WOODS implies that beneficiaries of this trust are securitized certificates that presumably hold my note and mortgage and who voted to authorize this foreclosure. But, can pieces of paper without brain and soul hold another paper, be beneficiary and vote? Exactly! Good question. I know the answer. I will address it in the historical, sequential factual statements below. However, in summary, I contend that WOODS attempted to create an illusion that there is a real party in interest when in reality no lawful claim or claimant exists in this court. Moreover, I contend that alleged creditor, presumed certificate holders or investors will never get the proceeds of foreclosure sale because WOODS would do everything including possible money laundering "of the books and under the table".

A name is not sufficient if a thing or subject for it does not exist by law or by fact

49. I prove this point by the following procedure in this court. I signed my Chapter 11 petition under penalty of perjury. During 341 meetings of creditors, US Trustee, Nazar Khodorovsky, requested that I show him my physical (not a copy) ID and proof of legitimacy of my social security number by documentary evidence (not a copy) from Social Security

Administration itself, which I did. However, WOODS think that their attorneys above the law and do not have to prove to US Trustee identity of creditor because of the following:

50. WOODS' competent, licensed attorney, Aleksandra K. Fugate, under penalty of perjury examined the information, presumably personally prepared POC and signed it under penalty of perjury. No other proof of creditor's identity and identities of its employees was submitted with POC.

Future proves past – no attorney firm or a alleged servicer involved in foreclosure since 2009 had authority to do it including creation and signing assignments of mortgage

51. Attorney Fugate presumably examined attached to POC limited power of attorney ("POA"), **Exhibit B.**

52. Attorney Fugate, therefore, *knew* that at the time of filing POC attached copy of POA is incomplete, misleading the court and void as evidence of authority to appear in this court because at the beginning of copy of POA says, "The trusts identified on Schedule A (the "Trusts")..." However, no **Schedule A** attached to this copy of POA. Accordingly, attorney Fugate *knowingly* failed to *prove identity of creditor and her authority* to appear in this court; *knowingly misled* the court and filed POC *without proof of authority*. As such, POC is unauthorized filing and unauthorized practice of law. I have dealt with unauthorized filings by attorneys involved since 2009 and will show detailed evidence below.

53. On the top of everything, POA was acknowledged and notarized in Massachusetts. I understand that "we are not in Kansas anymore," but at least we have to be in Ohio or in Minnesota where corporate headquarters of USB19 located.

54. In March of 2020, on numerous occasions I contacted Aleksandra K. Fugate, Esq., Brittany J. Maxon, Esq. and others from WOODS by email and politely asked whether Fugate inadvertently failed to attach a copy of **Exhibit A** to POA. As of today, I received no answer.

55. Accordingly, I demand an explanation and proof whether the people that signed POA reside in Massachusetts, whether notary is employee of USB19 and who from Minnesota or Ohio headquarters authorized them to appoint WF in Massachusetts to conduct foreclosure in New York. This whole thing is fishy and a Shell Game by slay of hand.

56. Now, the court should notice, that WOODS *judicially admits* that in order for them to file any claim against my property in court, the firm needs the power of attorney from lawful owner and holder of original note and mortgage. According to WOODS they obtained POA only in 2018, see **Exhibit A**. Accordingly, Alleged creditor did not authorize WOODS to do the state foreclosure action in 2016 and I am confident that no evidence to the contrary existed because WOODS refused to produce POA at that time to me.

57. I predict that now there will be "change of characters" on this charade POC and new attorney with contrived ignorance of the crimes committed would come up with "dog ate my homework" excuse or explanation. Alternatively, WOODS brazenly will go silent. Regardless, they *knowingly failed* to prove their authority to file POC. I will prove *knowledge* in historical factual sequence below.

58. I will show the court that no matter how involved foreclosure mills named alleged creditor at different times by different names these attorneys knew that the real, lawful claimant or creditor did not exist. I will prove *knowledge* of this *nonexistence* by Contrived Ignorance of crimes committed, contempt of court and deliberate violation of my due process rights.

59. In this affidavit I use information and argument from legal essay "Contrived Ignorance" by David Luban, Georgetown University Law Center, (This paper can be downloaded free of charge from: https://scholarship.law.georgetown.edu/facpub/1751). This essay is 25 pages long, but to demonstrate concept of Contrived Ignorance I would quote the following:

"For example, Speer recalls that in 1944 a friend of his warned him "never to accept an invitation to inspect a concentration camp in Upper Silesia. Never under any circumstances." Speer described his thought processes as follows:

"I did not query him, I did not query Himmler, I did not query Hitler, I did not speak with personal friends. I did not investigate – for I did not want to know what was happening there.... From that moment on, I was inescapably contaminated morally; from fear of discovering something which might have made me turn from my course, I had closed my eyes...."

IV. THE STRUCTURE OF CONTRIVED IGNORANCE

"At this point, I want to look more carefully at the structure of contrived ignorance. The crucial point is that it involves not one set of actions, but two. The first consists of the actions or omissions by which an actor shields herself from unwanted knowledge. For convenience, let me call them the *screening* actions. When the lawyer interviewing her client breaks off a dangerous line of questioning, when the drug courier refrains from looking in the suitcase, when the executive rewards subordinates who maintain his deniability, they have performed screening actions. The second set of actions consists of whatever misdeeds the actor subsequently commits that would be innocent if, but only if, she was legitimately ignorant. Call these the *unwitting misdeeds.* Once we draw this distinction, several interesting points emerge. The first is that screening actions, like unwitting misdeeds, can be performed with various degrees of *mens rea.*" If we use words carefully, the word "willful" modifying" ignorance" should describe the *mens rea* with which an actor contrives her own ignorance. This leaves open the possibility that ignorance can be contrived at other levels of culpability. A political leader or corporate executive who intentionally sets up an organizational structure designed to maintain his deniability is willfully ignorant. His partner, who didn't set up the structure but is perfectly happy to benefit from it, may not be *willfully* ignorant, but is nonetheless *knowingly* ignorant. Their successor, who decides to run the risk of keeping the structure in place, may well be *recklessly* ignorant. And Reckless's dimwitted partner Feckless, who never even wonders why their predecessors are taking unpaid leave at Club Fed, is negligently ignorant."

LAWYERS BEHAVING BADLY: A REPRISE

"When disputes lead to litigation, all parties may have done something discreditable or embarrassing; and when clients enter into business transactions, all sides may be concealing weaknesses or defects in their wares. None of them will appreciate a doctrine that they fear will require their own lawyers **to search out their dishonesties and then resign or report them."** [emphasis is mine]"

It is illegal to enforce contract law by violations of the criminal laws

60. So, Contrived Ignorance has to do with violation of criminal law and plausible deniability as defense, in this case, by attorneys involved.

61. All attorneys involved including from WOODS, *knew or had reason* to know maxims of law about the name I quoted above, because I quoted these maxims to them in my paperwork and entered into the state's court record.

62. All attorneys involved including from WOODS, knew that they have to keep Condor to the court.

63. WOODS and others *knowingly* and *deliberately compartmentalized* foreclosure process to aid in attorney's contrived ignorance of the crimes committed by making them unlawfully act like robots on assembly conveyer. This is why they called foreclosure mills.

64. Let's start with maxim "**A name is not sufficient if a thing or subject for it does not exist by law or by fact**."

If there is no entity called trust – there is no trustee

65. The first thing an attorney is doing when signing up a new client is taking a copy of driver's license or passport. In 2009 I asked verbally and on the paper USB's attorneys to produce from their office any copy of trust document showing the address and place of registration of USB.

Refusal to comply with CPLR §322(a) to disclose identity of plaintiff is contempt of court, violation of due process and circumstantial evidence of lack of POA and therefore lack of authority from Plaintiff to start foreclosure action

66. Since 2009, they all ignored my paperwork by becoming silent, which is evidence of *contrived ignorance* of the crimes committed because they *purposely* failed to acknowledge on the record that I asked to identify their client and raised the issue. If they addressed or

acknowledged this issue on the record in any way – even by refusing to produce, they would have lost contrived Ignorance of the crimes committed on the record. They would have admitted to guilty knowledge (no plausible deniability) of their client's nonexistence.

67. I will address their *knowledge of fake name* in detail below. But, for now to avoid redundancy and repetition I will continue to call this current gibberish, alleged creditor by the name "USB19" or "creditor" to reflect the year 2019 of the latest, fourth foreclosure round in this court. The first round started in state court in 2009. But, why alleged creditor and its attorneys could not foreclose in the first round or in the second at least? Exactly! Good question! I will keep writing to show the answer why.

68. However, in 2009 foreclosure case there was differently named USB, which I would call it "USB9" to avoid confusion and reflect the year of 2009 and so on. What I know now, I did not know then and it took me almost 10 years of "diving into different rabbit holes" created by attorneys to figure it all out. At all relevant times below, I essentially wrote to each named USBs, their attorneys and judges the following:

69. [TO BE CONTINUED AND SUPPLEMENTED OR AMENDED]

CONCLUSION

70. The proof of claim is scandalous matter because WOODS shamelessly filed it without valid POA and when I pointed out to them, they refused to acknowledge defect and fix it.

71. Maxon's attorney affirmation is another scandal because she violates law governing lawyers and admits on the record that she has no idea what she is writing about.

72. Wells Fargo employee in chat with me admitted that alleged debt paid off

73. Accordingly, this POC together with frivolous motion to lift stay is beyond scandalous – this is crimes against humanity on large scale. This is fraud upon the court by officers of the

court.

WHEREFORE, I move this Honorable Court for an order granting my cross-motion to strike POC with prejudice and to strike Affirmation of Attorney Maxon, and that further relief be as to this Court seems just and equitable.

Dated: Brooklyn, New York
May 14, 2020

/s/ Michael Krichevsky
Michael Krichevsky, DIP
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